Contract

Organisation Details

Type:	Central Autonomous
Ministry:	Ministry of Power
Department:	NA
Organisation Name:	Energy Efficiency Services Limited
Office Zone:	Noida

Buyer Details

Designation:	ENGINEER
Contact No.:	011-45801260-
Email ID:	buycon7.cm.dl@gembuyer.in
GSTIN:	07AACCE4248H1ZQ
Address:	5th & 6th Floor, Core-3, SCOPE Complex, 7- Lodhi Road, New Delhi, SOUTH EAST DELHI, DELHI-110003, India

Financial Approval Detail

IFD Concurrence:	No
Designation of Administrative Approval:	CGM
Designation of Financial Approval:	CGM

Paying Authority Details

Payment Mode:	Offline
Designation:	AM FINANCE
Email ID:	pay1.eesl.dl@gembuyer.in
GSTIN:	09AACCE4248H1ZM
Address:	5TH AND 6TH FLOOR, CORE 3, SCOPE COMPLEX, LODHI ROAD, Central Delhi, DELHI-110003, India

Consignee Details

S.No	Consignee Name & Address	Service Description
1	Contact: 011-45801260- Email ID: buycon7.cm.dl@gembuyer.in GSTIN: 07AACCE4248H1ZQ Address: 5th & 6th Floor, Core-3, SCOPE Complex, 7- Lodhi Road, New Delhi, SOUTH EAST DELHI, DELHI-110003, India	Customized AMC/CMC for Pre-owned Products - UPS; Emerson 3EM; Comprehensive Maintenance Contract (CMC); Quaterly; No; 1 Year

Service Provider Details

GeM Seller ID:	SPZF220005432957
Company Name:	FLIP IT TECHNOLOGIES PRIVATE LIMITED
Contact No.:	08527278626
Email ID:	service@fitpl.co
Address:	B-3/434,PASCHIM VIHAR,NEAR JWALA HERI MARKET, West Delhi, DELHI-110063, -
MSME verified:	Yes
MSME Registration number:	UDYAM-DL-11-0013501
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	07AACCF1941Q1ZC

*GST / Tax invoice to be raised in the name of - Buyer

Service Details

Service Start Date (latest by) : 20-Dec-2022   **Service End Date :** 19-Dec-2023

Category Name : Customized AMC/CMC for Pre-owned Products

Billing Cycle : quarterly

Description		Quantity	Total Price for AMC/CMC (Inclusive of GST) product/equipment for the Contract Period (INR)
Product Brand	Emerson 3EM		
Preventive Maintenance Frequency	Quarterly		
Product category	UPS		
Type of service	Comprehensive Maintenance Contract (CMC)	4	66000.000
Manpower Required	No		
Total Number of Years for which AMC is required	1 Year		

Total Amount (Formula) :

(Total Price for AMC/CMC (Inclusive of GST) product/equipment for the Contract P eriod)

Total Value without Addons (INR)	66000
Total Addon Value (INR)	0
Total Value Including Addons (INR)	66000

Amount of Contract	
Total Contract Value Including All Duties and Taxes (INR)	**66000**

SLA Details

PREAMBLE:

1. Hiring of Customized AMC/CMC for Pre-owned Products contracts placed through GeM shall be governed by following set of Terms and Conditions:

    i. General terms and conditions for Goods and Services;
    ii. Service Specific STC of Hiring of AMC/CMC service for Other Products – as defined in Service Catalogue which includes SLA for the Service or Service for a particular product;
    iii. BID/Reverse Auction specific ATC

2. Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however Service Specific STC will prevails or supersede the GTC wherever there are any conflicting provisions.
3. The above set of conditions along with scope of supply including price as enumerated in the contract document shall be construed to be part of the contract.
4. This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

Agreement Overview: This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer and SPA providing the AMC/CMC services . The Service Provider would provide the required equipment (if any) and personnel (onsite or otherwise) as per the requirements of the buyer. This Agreement outlines the scope of work, Stakeholder's obligation and Terms and Conditions of all services covered as they are mutually understood by the stakeholders.

STC of this Service will be attached by the Buyer during Bid creation and that will become the part of the Contracts.

Additional Required Data/Document(s) : Buyer

1. **Scope of Work :click here**
2. **Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract :click here**
3. **Product/Equipment Details :click here**

Additional Data/Document(s) : Seller

1. **Certificate (Requested in ATC) :click here**
2. **Audited Financial Statements/ Statutory Auditor's Certificate As Proof For Turnover/ Profit Requirements click here**
3. **Registration Certificate :click here**
4. **Performance Certificate :click here**
5. **Details Of Centralized Call Centre/ Complaint Number. click here**
6. **Human Resource Count :click here**
7. **User List Of The Quoted Items Supplied In In Govt. / Pvt. Institutions / Hospitals In Indiaclick here**
8. **Undertaking With Details Of Employees, Name, Qualification, Years Of Experience Etc. click here**
9. **Work Orders For Similar Experience In The Past Years click here**

Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the**General Terms and Conditions**, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic***:**
OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 *Buyer Added Bid Specific ATC*:
Buyer uploaded ATC document Click here to view the file.

Note: This is system generated file. No signature is required.

Contract

Contract No: GEMC-511687706798393

Contract Generated Date: 08-Dec-2022

Bid/RA/PBP No.: GEM/2022/B/2557939

Organisation Details

Type:	Central Government
Ministry:	Ministry of Water Resources River Development and Ganga Rejuvenation
Department:	NA
Organisation Name:	N/A
Office Zone:	NEW DELHI

Buyer Details

Designation:	DEPUTY DIRECTOR
Contact No.:	011-29583817-
Email ID:	ddsw1-nwic-mowr@gov.in
GSTIN:	07DELN20781F1DA
Address:	Sewa Bhawan, RK Puram, NEW DELHI, DELHI-110066, India

Financial Approval Detail

IFD Concurrence:	Yes
Designation of Administrative Approval:	Director NWIC
Designation of Financial Approval:	Director NWIC

Paying Authority Details

Payment Mode:	PFMS
Designation:	Drawing and Disbursement Officer
Email ID:	tilak.rahul23@gov.in
GSTIN:	-
Address:	4th Floor, Sewa Bhawan, R K Puram, South West delhi, DELHI-110066, India

Consignee Details

S.No	Consignee Name & Address	Service Description
1	Contact: 011-29583817-3273 Email ID: khushboo774-cgwb@gov.in GSTIN: 07DELN20781F1DA Address: Sewa Bhawan, RK Puram, NEW DELHI, DELHI-110066, India	Annual Maintenance Service - Desktops, Laptops and Peripherals - 40 KVA Online UPS of BPE; BPE

Service Provider Details

GeM Seller ID:	SPZF220005432957
Company Name:	FLIP IT TECHNOLOGIES PRIVATE LIMITED
Contact No.:	08527278626
Email ID:	service@fitpl.co
Address:	B-3/434,PASCHIM VIHAR,NEAR JWALA HERI MARKET, West Delhi, DELHI-110063, -
MSME verified:	Yes
MSME Registration number:	UDYAM-DL-11-0013501
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	07AACCF1941Q1ZC

*GST / Tax invoice to be raised in the name of - Buyer

Service Details

Service Start Date (latest by) : 19-Dec-2022

Service End Date : 18-Dec-2025

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		Number of each Asset for AMC	AMC Cost Per Asset Per Annum (INR)
Type of Asset	40 KVA Online UPS of BPE	1	60000.000
District	NA		
Onsite Service Engineers Requirement	NONE		
Status of Annual Maintenance Service Provider	OEM Authorised Service Provider		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Exclusive		
Periodicity of Preventive Maintenance Services	Quarterly		
Make/Brand of Assets	BPE		

Total Amount (Formula) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons (INR)	180000
Total Addon Value (INR)	0
Total Value Including Addons (INR)	180000

Amount of Contract

Total Contract Value Including All Duties and Taxes (INR)	180000

SLA Details

PREAMBLE: Comprehensive AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
2. Service Specific STC of AMC Services – as defined in Service Catalogue which includes SLA for the Service or Service for a product;
3. BID / Reverse Auction specific ATC

Note:

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC prevails or supersede over the GTC.

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Agreement outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

Objective and Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals of this Agreement are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to the customer.
Depict Terms and Conditions for all the involved stakeholders.

To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

Stakeholders

Following are the stakeholders associated with this agreement:

- Annual Maintenance   Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA / before bidding .

Scope of the AMC Services

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare parts (excluding consumables) without any extra payments. The AMC Vendor shall carry out maintenance Services as per schedule   indicated in bid document .If nothing indicated Preventive Maitenance Service (PMS) of equipments may be done once in at three months during currency of the contract . The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document.

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary   maintenance services for the equipment as per bench marked maintenance practices / OEM manuals in user's location. Continuous efforts should be made by Service Provider Agency(SPA) to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers . For maitenace services all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises.

Comprehensive Annual Maintenance Contract Services for Laptop / UPS etc

Comprehensive AMC includes all spare parts of the equipment except battery of laptop and UPS etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) –Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

Buyer Obligations

1. Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment.

2. Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.

4. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

Service Provider Obligations

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details of rooms/location where these assets are installed . If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in accomplishing this task and ensure this to be done under his supervision
2. Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises as per condition of bid/contract . Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises. SPA should provide contact point and structure of escalation matrix to buyer/consignne at time of commecement of services .
4. The Service Provider should use suitable instruments / tools to examine and repair the equipment. The AMC Vendor should have the required drivers / software for maintaining the compute devices and peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provided by user, installation of patches, configuration of applications (clients side) and updating of drivers etc.
5. "The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format.
6. The Service Provider must fulfil the requirement of number of preventive maintenance services if required as per bid document .
7. The contractor will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information. Bidder's personnel shall ensure the obligations of non-use and non-disclosure of confidential information."

Special Terms and Conditions

The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable

The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at time of bidding), make & model to enable the service provider to quote the best price .Sharing the machines serial nos may be be considered as baseline.

All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer.The repairs/replacement of spare parts (except consumables) and maintenance will be provided by the service provider at no extra charge to the buyer. Except for out of scope items if any will be indicated by buyer at time of bid creation .

Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined , penalty would be deducted.

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.

The annual maintenance shall be carried out during office hours , primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry themselve to their designated workshiand for quick propmpt/repair & deliver the functional equipment back to user at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting maintenance requirements in time , then Buyer may make its own alternative arrangements for the servicing/repair/maitenance of the equipment to avoid loss of productivity . Under such circumstances Service Provider would reimburse the cost of such arrangements incurred by the buyer/consignee . Alternatively buyer is free to deduct from scheduled payment of SPA.

The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document . The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/sub-assemblies may be used for repair/replacement by the service provider.

The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during the AMC period without any extra cost to buyer . Post contract award, Bidder should provide the structure of escalation matrix and call logging mechanism for prompt response and repair within stipulated time frame .

Response Time

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.

2. In case the system is not repaired, or an alternative system not provided within the period of 48 hours from the time of failure reported, then the buyer may choose to get the same repaired or part replaced by other authorised / suitable service agency and the cost / expenditure incurred therein shall be recoverable from the service provider .

System Uptime

The breakdown time will be worked out as under: -

Total Machine's Days(X) = (NO of equipment under AMC) * No. of working day in a quarter.

Breakdowns (Y) = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

Percentage uptime= (X-Y)/X *100.

The selected bidder shall ensure minimum 95% uptime.

Payment Terms

The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer . Penalties as per SLA shall be levied, if applicable.

If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC.No difference shall be paid or claimed as a result of the above.

Breach of Contract

1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SFA / competent technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount
3. A penalty will be imposed in case of failure to meet the defined System Uptime
4. The cumulative penalty cannot exceed 10% of the contract value . The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

Penalties

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach	
				1 Instance	2 Instance
1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA	>2, 1% will be charged from the order	
2	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date	1% of billed amount	2% of billed amount
3	Failure to deliver AMC services	Zero	NA	3% contract value	Termination of contract

Additional Data/Document(s) : Seller

1. Service Provider's Local Office / Service Centers Address With Respect To Each Consignee Location (Place Where Machines Are Installed And Accordingly Amc On Sight Required) As Indicated In Bid :click here
2. Maf If Required In The Bid :click here
3. Certificate (Requested in ATC) :click here

Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic***:**
Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.2 *Service & Support***:**
AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2.3 *Service & Support***:**
Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.4 *Service & Support***:**
Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.5 *Certificates***:**
Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.6 *Buyer Added Bid Specific Scope Of Work(SOW)***:**
Text Clause(s)

Scope of Work

Scope of Work means providing Comprehensive Annual Maintenance Contract (CAMC) work in respect of BPE 40 KVA Online UPS at NWIC.

2.7 *Buyer Added Bid Specific ATC***:**
Buyer Added text based ATC clauses

1. **Maintenance services shall consist of preventive maintenance/ repairs of the equipment and will include repair and replacement of parts (non-consumable parts), if required. Batteries and Wire wound {Transformer and Mechanical Switch Gear (AC/DC Capacitor, MCB, Fan and contactor etc.)} are, however, not covered under the AMC and will be replaced on chargeable basis. Parts removed through replacement shall be the property of Buyer.**

2. **Vendor will be to repair the machines at site i.e. place of installation. In case the units are not repairable at site for want of testing environment or any other reason, the unit has to be brought to the nearest workshop of the Company. In such a situation, transportation and incidental cost to and fro from the place of installation will be borne by service provider agency.**

3. **The Machines will always be attended by Eligible Engineer or authorized representative. Customer will not allow any other person to attend.**

4. **The contractor has to arrange his own Engineer, labour, tools and tackles etc.**

5. **Complaint will be communicated by the customer on telephone or E-mail.**

6. **The complaint registered will be attended immediately and same addressed promptly at least within 12 hours.**

.

2.8 *Generic***:**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

Note: This is system generated file. No signature is required.

Contract

Contract No: GEMC-511687716911580
Contract Generated Date: 17-Oct-2022
Bid/RA/PBP No.: GEM/2022/B/2379027

Organisation Details

Type:	Central Autonomous
Ministry:	Ministry of Education
Department:	Department of Higher Education
Organisation Name:	Jawaharlal Nehru University (JNU)
Office Zone:	South West Delhi

Buyer Details

Designation:	Assistant Librarian
Contact No.:	-
Email ID:	sushant.jnu@nic.in
GSTIN:	N
Address:	Dr B R Ambedkar Central Library, Jawaharlal Nehru University, New Campus, New Delhi, SOUTH DELHI, DELHI-110067, India

Financial Approval Detail

IFD Concurrence:	No
Designation of Administrative Approval:	University Librarian
Designation of Financial Approval:	University Librarian

Paying Authority Details

Payment Mode:	Offline
Designation:	Deputy Finance Officer
Email ID:	anup.kuksal@mail.jnu.ac.in
GSTIN:	N
Address:	Finance Branch, Administration Building, JNU New Campus, New Delhi, SOUTH WEST DELHI, DELHI-110067, India

Consignee Details

S.No	Consignee Name & Address	Service Description
1	Contact: - Email ID sushant.jnu@nic.in GSTIN: N Address: Dr B R Ambedkar Central Library, Jawaharlal Nehru University, New Campus, New Delhi, SOUTH DELHI, DELHI-110067, India	Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Online 10 KVA); APC

Service Provider Details

GeM Seller ID:	SPZF220005432957
Company Name:	FLIP IT TECHNOLOGIES PRIVATE LIMITED
Contact No.:	08527278626
Email ID:	service@fitpl.co
Address:	B-3/434,PASCHIM VIHAR,NEAR JWALA HERI MARKET, West Delhi, DELHI-110063, -
MSME verified:	Yes
MSME Registration number:	UDYAM-DL-11-0013501
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	07AACCF1941Q1ZC

*GST / Tax invoice to be raised in the name of - Buyer

Service Details

Service Start Date (latest by) : 24-Oct-2022   **Service End Date :** 23-Oct-2023

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		Number of each Asset for AMC	AMC Cost Per Asset Per Annum (INR)
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Inclusive	2	12000.000
Make/Brand of Assets	APC		
District	NA		
Periodicity of Preventive Maintenance Services	Quarterly		
Status of Annual Maintenance Service Provider	OEM Authorised Service Provider		
Type of Asset	UPS (Online 10 KVA)		
Onsite Service Engineers Requirement	As Indicated in Bid Document.		

Total Amount (Formula) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons (INR)	24000
Total Addon Value (INR)	0
Total Value Including Addons (INR)	24000

Amount of Contract	
Total Contract Value Including All Duties and Taxes (INR)	24000

SLA Details

PREAMBLE: **Comprehensive** AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
2. Service Specific STC of AMC Services – as defined in Service Catalogue which includes SLA for the Service or Service for a product;
3. BID / Reverse Auction specific ATC

Note:

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC prevails or supersede over the GTC.

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Agreement outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

Objective and Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals of this Agreement are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to the customer.
Depict Terms and Conditions for all the involved stakeholders.

To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

Stakeholders

Following are the stakeholders associated with this agreement:

- Annual Maintenance   Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA / before bidding .

Scope of the AMC Services

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare parts (excluding consumables) without any extra payments. The AMC Vendor shall carry out maintenance Services as per schedule   indicated in bid document .If nothing indicated Preventive Maitenance Service (PMS) of equipments may be done once in at three months during currency of the contract . The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document.

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary   maintenance services for the equipment as per bench marked maintenance practices / OEM manuals in user's location. Continuous efforts should be made by Service Provider Agency(SPA) to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers . For maitenace services all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises.

Comprehensive Annual Maintenance Contract Services for Laptop / UPS etc

Comprehensive AMC includes all spare parts of the equipment except battery of laptop and UPS etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) –Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

Buyer Obligations

1. Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of

equipment.

2. Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.

4. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

Service Provider Obligations

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details of rooms/location where these assets are installed . If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in accomplishing this task and ensure this to be done under his supervision
2. Service Provider should   deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document   to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises as per condition of bid/contract .   Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises. SPA should   provide contact point and structure of escalation matrix to buyer/consignne at time of commecement of services .
4. The Service Provider should use suitable   instruments / tools   to examine and repair the equipment. The AMC Vendor should have the required drivers / software for maintaining the compute devices and peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provided by user, installation of patches, configuration of applications (clients side) and updating of drivers etc.
5. "The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format.
6. The Service Provider must fulfil the requirement of number of preventive maintenance services if required as per bid document .
7. The contractor will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information. Bidder's personnel shall ensure the obligations of non-use and non-disclosure of confidential information."

Special Terms and Conditions

The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable

The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at time of bidding), make & model to enable the service provider to quote the best price .Sharing the machines serial nos may be be considered as baseline.

All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer.The repairs/replacement of spare parts (except consumables) and maintenance will be provided by the service provider at no extra charge to the buyer. Except for out of scope items if any will be indicated by buyer at time of bid creation .

Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined , penalty would be deducted.

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.

The annual maintenance shall be carried out during office hours , primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry themselve to their designated workshiand for quick propmpt/repair & deliver the functional equipment back to user at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting   maintenance requirements in time , then Buyer may   make its own alternative arrangements for the servicing/repair/maitenance of the equipment to avoid loss of productivity . Under such circumstances Service Provider would reimburse the cost of such arrangements incurred by the buyer/consignee . Alternatively buyer is free to deduct from scheduled payment of SPA.

The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document . The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/sub-assemblies may be used for repair/replacement by the service provider.

The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during the AMC period without any extra cost to buyer . Post contract award, Bidder should provide the structure of escalation matrix and call logging mechanism for prompt response and repair within stipulated time frame .

Response Time

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.

2. In case the system is not repaired, or an alternative system not provided within the period of 48 hours from the time of failure reported, then the buyer may choose to get the same repaired or part replaced by other authorised / suitable service agency   and the cost / expenditure incurred therein shall be recoverable from the service provider .

System Uptime

The breakdown time will be worked out as under: -

The breakdown time will be worked out as under:

Total Machine's Days(X) = (NO of equipment under AMC) * No. of working day in a quarter.

Breakdowns (Y) = Cumulative Sum of breakdown duration of all the equipment under AMC   in days during the quarter

 Percentage uptime= (X-Y)/X *100.

The selected bidder shall ensure minimum 95% uptime.

Payment Terms

The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer . Penalties as per SLA shall be levied, if applicable.

If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC.No difference shall be paid or claimed as a result of the above.

Breach of Contract

1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SFA / competent technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount
3. A penalty will be imposed in case of failure to meet the defined System Uptime
4. The cumulative penalty cannot exceed 10% of the contract value . The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

Penalties

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach	
				1 Instance	2 Instance
1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA	>2, 1% will be charged from the order	
2	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date	1% of billed amount	2% of billed amount
3	Failure to deliver AMC services	Zero	NA	3% contract value	Termination of contract

Additional Required Data/Document(s) : Buyer

1. **Additional SOW if not readily covered in the Scope of Works incorporated in STC of Services :** The bidder should have headquarter/branch office in Delhi/NCR.
   If a bidder quote price "zero", will not be evaluated.
2. **Asset Details and its Distribution across the consignee /user locations** click here

Additional Data/Document(s) : Seller

1. **Certificate (Requested in ATC) :** click here
2. **Service Provider's Local Office / Service Centers Address With Respect To Each Consignee Location (Place Where Machines Are Installed And Accordingly Amc On Sight Required) As Indicated In Bid :** click here
3. **Maf If Required In The Bid :** click here

Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*:
OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 *Buyer Added Bid Specific Scope Of Work(SOW)*:
Text Clause(s)

Scope of work:

Comprehensive annual maintenance of online UPS complete with repairs/replacement of all defective parts, periodic service (Quarterly basis) of UPS including providing standby UPS if carried outside for repair as and when required (Except Battery). (For period of 01 year)

Name of Work: Comprehensive AMC of Online UPS systems installed at Dr B R Ambedkar Central Library, JNU, New Delhi.

Details of systems to be covered under the contract

SI No	Description of Equipment	Qty
1	**10kVA Online UPS system** **Model:** APC SURT 1000 **Make: APC**	2

PaymentTerms:
Payment will be made after Satisfactory Service on quarterly basis through RTGS transfer.

Terms and conditions:

1. Quotation should be directly from Original equipment manufacturer (OEM) or its authorized agent or any specialised agency.

2. Bidder should provide valid PAN no, TAN no, GST IN and letter of authorization.

3. Quotation in terms of incomplete status, late submission will be cancelled.

4. Minimum1-year warranty is required on the main equipment and accessories from the date of installation.

5. Prices of the quoted model should be including all taxes, delivery, installation, and on-site training charges.

7. On-site service support of instrument after sales and warranty should be provided.

8. Quotation validity should be at least for 80 days.

9. **If** a firm quotes NIL charges / consideration, the bid shall be treated as non responsive and will not be considered".

10. There is exemption to Startups from criteria of 'prior experience', 'turnover' and 'submission of EMD' to provide equal opportunity to young entrepreneurs.

Performance Security Deposit

The Successful Bidder will have to deposit performance guarantee in the form of DD/BG in favour of Finance Officer, JNU, New Delhi for 18 months from the date of contract.

Important Steps in Two-Bid System:

The technical bids are to be opened at the first instance and evaluated by a competent committee or authority. At the second stage, financial bids of only the technically acceptable offers should be opened for further evaluation and ranking before awarding the contract. Clarifications may be asked on technical/commercial aspect before placing the order.

Period of Contract/Delivery:

The contract would be for 01 (one) year from the effective date of contract and extendable up to 02 (Two) years on the discretion of JNU on the same terms and condition with same rate of contract. Please note that Contract can be cancelled unilaterally by JNU in case services are not received as per quality and standard/T&Cs specified in the Tender and agreement will be applicable within the contracted period. The JNU reserves the right to exercise the option clause and repeat order clause as the case may be.

Standard Conditions of Tender:

The Bidder, is required to give confirmation of their acceptance of the Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e Contractor/Supplier in the contract) as selected by JNU. Failure to do so may result in rejection of the Bid submitted by the Bidder/firm.

 Law:
The Contract shall be considered and made in accordance with the laws of the Government of India. The contract shall be governed by and interpreted in accordance with the laws of the Government of India.

Effective Date of Contract:

The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries supplies and performance of the services shall commence from the effective date of the contract.

Arbitration:
All disputes or differences arising out of or in connection with thecontract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration.

Penalty for use of Undue influence:

The firm/Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of JNU or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contractor any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of
Corruption Act,1986 or any other Act enacted for the prevention of corruption shall entitle JNU to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the University or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of JNU or to any other

· If the fault is set right by replacing the defective sub assembly and equipments, the same should be re-installed after servicing within 7 days (if 7lh day falls on holiday then next morning day). In case of default, penalty shall be levied at the rate of 5% of the value of the AMC charges for the scheduled item.

· Penalty shall be levied for the absence of   engineer at the rate of Rs.500/-(Rupees Five Hundred only) for every working day.

Termination of Contract:

JNU shall have the right to terminate this Contract in part or in full in any of the following cases:-
· The delivery of the services is delayed for causes not attributed to Force Majeure for
more than 15 days after the scheduled date of signing of contract.
· The contractor is declared bankrupt or becomes insolvent.
· The delivery of services is delayed due to causes of Force Majeure by more than 1 month provided Force Majure clause is included in contract.
· At any stage JNU noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual / company etc.

JNU reserves the right to withdraw the bid.

Notices:
Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by email addressed to the last known address of the party to whom it is sent.

Transfer and Sub-letting:

The firm/bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

Amendments:
No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present contract.

Duties & Taxes:

Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to JNU by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor. If it is desired by the Bidder to ask for Sales Tax/VAT/Service Tax to be paid as extra, the same must by specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax/VAT/Service Tax and no liability will be developed upon JNU, On the Bids quoting Service tax extra, the rate and the nature of Service Tax applicable at the time of supply should be shown separately. Service Tax will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to Service tax and the same is payable as per the terms of the contract.

2.3 *Buyer Added Bid Specific ATC*:
Buyer uploaded ATC document Click here to view the file.

2.4 *Buyer Added Bid Specific SLA*:
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The maintenance work is inclusive of all materials and labour. The rates quoted are inclusive of all taxes and duties etc.</p> <p class="MsoBodyText" style="margin-left:34.0pt;text-align:justify;text-indent: -17.0pt;mso-list:l0 level1 lfo1;tab-stops:33.9pt">2.   The complaints/rectifications and service works have to be taken up whenever required including holidays and beyond office hours to up keep the UPS systems in normal working condition throughout the operations period.</p> <p class="MsoBodyText" style="margin-left:34.0pt;text-align:justify;text-indent: -17.0pt;mso-list:l0 level1 lfo1;tab-stops:33.9pt">3.   The maintenance schedules have to be followed strictly and necessary reports / records have to be maintained time to time. Supply of stationery / registers in the scope of contract.</p> <p class="MsoBodyText" style="margin-left:34.0pt;text-align:justify;text-indent: -17.0pt;mso-list:l0 level1 lfo1;tab-stops:33.9pt">4.   A set of tools and meters required for attending maintenance and breakdown services has to be taken at site by the contractor for use his work force. The quarterly maintenance works should be carried out in planned manner by taking necessary shutdown from Department in advance.</p> <p class="MsoBodyText" style="margin-left:34.0pt;text-align:justify;text-indent: -17.0pt;mso-list:l0 level1 lfo1;tab-stops:33.9pt">5.   The service/ Maintenance work has to be carried out without any delay. In case of breakdown, the response should be immediate and rectification shall be done within 24 hrs of intimation. In case of any undue delay in completion of repairs / rectifications etc., due to unforeseen circumstances, same should be brought to notice of In-Charge-Library and appropriate action shall be taken to ensure trouble free operation.</p> <p class="MsoBodyText" style="margin-left:34.0pt;text-align:justify;text-indent: -17.0pt;mso-list:l0 level1 lfo1;tab-stops:33.9pt">6.   The condition of the UPS systems is to be checked before quoting for the comprehensive annual maintenance contract and shall be taken over in where condition is. At the end of contract they should be handed over in good working condition.</p> <p class="MsoBodyText" style="margin-left:34.0pt;text-align:justify;text-indent: -17.0pt;mso-list:l0 level1 lfo1;tab-stops:33.9pt">7.   All the systems and equipments / components including stand by units shall be maintained in good working conditions.</p> <p class="MsoBodyText" style="margin-left:34.0pt;text-align:justify;text-indent: -17.0pt;mso-list:l0 level1 lfo1;tab-stops:33.9pt">8.   The machine breakdown period shall not be more than 24 hours. For any delay in completion of work beyond 24 hours, compensation for delay shall be levied @0.5% of value for every week delay or part thereof beyond 24 working hours subject to a maximum of 10% of monthly invoice value.</p> <p class="MsoBodyText" style="margin-left:34.0pt;text-align:justify;text-indent: -17.0pt;mso-list:l0 level1 lfo1;tab-stops:33.9pt">9.   All UPS systems shall be operational on 24 hours basis for all 365 days including Saturdays, Sunday and Holidays.</p> <p class="MsoBodyText" style="margin-left:34.0pt;text-align:justify;text-indent: -17.0pt;mso-list:l0 level1 lfo1;tab-stops:36.6pt">10. Service persons and their mobile/land telephones shall be available for all 365 days including Saturdays, Sunday and holidays for receiving and rectification of complaints.</p> <p class="MsoBodyText" style="margin-left:34.0pt;text-align:justify;text-indent: -17.0pt;mso-list:l0 level1 lfo1;tab-stops:36.6pt">11. No advance payment shall be made. Quarterly payment will be made on submission of satisfactory completion of maintenance and service work reports.</p> <p class="MsoBodyText" style="margin-left:32.0pt;text-indent:-17.0pt;mso-list: l1 level1 lfo2;tab-stops:34.4pt">12. The contractor shall ensure all the necessary safety precautions are to be followed by their work force by using the safety gadgets etc., and the safety of their men and material is the sole responsibility of the maintenance agency. Consequential damages due to improper workmanship are not following proper safety procedure shall be made good by the maintenance agency at their risk and cost.</p><p class="MsoBodyText" style="margin-left:32.0pt;text-indent:-17.0pt;mso-list: l1 level1 lfo2;tab-stops:34.4pt">
</p></p><p class="MsoBodyText" style="margin-left:32.0pt;text-indent:-17.0pt;mso-list: l1 level1 lfo2;tab-stops:34.4pt">

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Details of systems to be covered under the contract

SI No	Description of Equipment	Qty
1	10 kVA Online UPS system Model: APC SURT 1000 Make: APC	2

Contract

Organisation Details

Type:	Central Autonomous
Ministry:	Ministry of Education
Department:	Department of Higher Education
Organisation Name:	Jawaharlal Nehru University (JNU)
Office Zone:	South West Delhi

Buyer Details

Designation:	Assistant Librarian
Contact No.:	-
Email ID:	sushant.jnu@nic.in
GSTIN:	N
Address:	Dr B R Ambedkar Central Library, Jawaharlal Nehru University, New Campus, New Delhi, SOUTH DELHI, DELHI-110067, India

Financial Approval Detail

IFD Concurrence:	No
Designation of Administrative Approval:	Vice Chancellor
Designation of Financial Approval:	Vice Chancellor

Paying Authority Details

Payment Mode:	Offline
Designation:	Deputy Finance Officer
Email ID:	anup.kuksal@mail.jnu.ac.in
GSTIN:	N
Address:	Finance Branch, Administration Building, JNU New Campus, New Delhi, SOUTH WEST DELHI, DELHI-110067, India

Consignee Details

S.No	Consignee Name & Address	Service Description
1	Contact: - Email ID sushant.jnu@nic.in GSTIN: N Address: Dr B R Ambedkar Central Library, Jawaharlal Nehru University, New Campus, New Delhi, SOUTH DELHI, DELHI-110067, India	Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Online 5 KVA); delta

Service Provider Details

GeM Seller ID:	SPZF220005432957
Company Name:	FLIP IT TECHNOLOGIES PRIVATE LIMITED
Contact No.:	08527278626
Email ID:	service@fitpl.co
Address:	B-3/434,PASCHIM VIHAR,NEAR JWALA HERI MARKET, West Delhi, DELHI-110063, -
MSME verified:	Yes
MSME Registration number:	UDYAM-DL-11-0013501
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	07AACCF1941Q1ZC

*GST / Tax invoice to be raised in the name of - Buyer

Service Details

Service Start Date (latest by) : 24-Oct-2022   **Service End Date :** 23-Oct-2023

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : weekly

Description		Number of each Asset for AMC	AMC Cost Per Asset Per Annum (INR)
Status of Annual Maintenance Service Provider	OEM Authorised Service Provider		
Make/Brand of Assets	delta		
Periodicity of Preventive Maintenance Services	Quarterly		
Onsite Service Engineers Requirement	As Indicated in Bid Document.	16	5900.000
Type of Asset	UPS (Online 5 KVA)		
District	NA		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Inclusive		

Total Amount (Formula) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons (INR)	94400
Total Addon Value (INR)	0
Total Value Including Addons (INR)	94400

Amount of Contract	
Total Contract Value Including All Duties and Taxes (INR)	**94400**

SLA Details

PREAMBLE: **Comprehensive** AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
2. Service Specific STC of AMC Services – as defined in Service Catalogue which includes SLA for the Service or Service for a product;
3. BID / Reverse Auction specific ATC

Note:

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC prevails or supersede over the GTC.

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Agreement outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

Objective and Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals of this Agreement are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to the customer.
Depict Terms and Conditions for all the involved stakeholders.

To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

Stakeholders

Following are the stakeholders associated with this agreement:

- Annual Maintenance Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA / before bidding .

Scope of the AMC Services

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare parts (excluding consumables) without any extra payments. The AMC Vendor shall carry out maintenance Services as per schedule   indicated in bid document .If nothing indicated Preventive Maitenance Service (PMS) of equipments may be done once in at three months during currency of the contract . The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document.

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary   maintenance services for the equipment as per bench marked maintenance practices / OEM manuals in user's location. Continuous efforts should be made by Service Provider Agency(SPA) to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers . For maitenace services all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises.

Comprehensive Annual Maintenance Contract Services for Laptop / UPS etc

Comprehensive AMC includes all spare parts of the equipment except battery of laptop and UPS etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) –Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

Buyer Obligations

1. Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of

equipment.

2. Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.

4. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

Service Provider Obligations

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details of rooms/location where these assets are installed . If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in accomplishing this task and ensure this to be done under his supervision
2. Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises as per condition of bid/contract . Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises. SPA should provide contact point and structure of escalation matrix to buyer/consignne at time of commecement of services .
4. The Service Provider should use suitable instruments / tools to examine and repair the equipment. The AMC Vendor should have the required drivers / software for maintaining the compute devices and peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provided by user, installation of patches, configuration of applications (clients side) and updating of drivers etc.
5. "The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format.
6. The Service Provider must fulfil the requirement of number of preventive maintenance services if required as per bid document .
7. The contractor will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information. Bidder's personnel shall ensure the obligations of non-use and non-disclosure of confidential information."

Special Terms and Conditions

The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable

The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at time of bidding), make & model to enable the service provider to quote the best price .Sharing the machines serial nos may be be considered as baseline.

All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer.The repairs/replacement of spare parts (except consumables) and maintenance will be provided by the service provider at no extra charge to the buyer. Except for out of scope items if any will be indicated by buyer at time of bid creation .

Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined , penalty would be deducted.

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.

The annual maintenance shall be carried out during office hours , primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry themselve to their designated workshiand for quick propmpt/repair & deliver the functional equipment back to user at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting maintenance requirements in time , then Buyer may make its own alternative arrangements for the servicing/repair/maitenance of the equipment to avoid loss of productivity . Under such circumstances Service Provider would reimburse the cost of such arrangements incurred by the buyer/consignee . Alternatively buyer is free to deduct from scheduled payment of SPA.

The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document . The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/sub-assemblies may be used for repair/replacement by the service provider.

The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during the AMC period without any extra cost to buyer . Post contract award, Bidder should provide the structure of escalation matrix and call logging mechanism for prompt response and repair within stipulated time frame .

Response Time

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.

2. In case the system is not repaired, or an alternative system not provided within the period of 48 hours from the time of failure reported, then the buyer may choose to get the same repaired or part replaced by other authorised / suitable service agency and the cost / expenditure incurred therein shall be recoverable from the service provider .

System Uptime

The breakdown time will be worked out as under: -

The breakdown time will be worked out as under:

Total Machine's Days(X) = (NO of equipment under AMC) * No. of working day in a quarter.

Breakdowns (Y) = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

Percentage uptime= (X-Y)/X *100.

The selected bidder shall ensure minimum 95% uptime.

Payment Terms

The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer . Penalties as per SLA shall be levied, if applicable.

If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC.No difference shall be paid or claimed as a result of the above.

Breach of Contract

1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SFA / competent technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount
3. A penalty will be imposed in case of failure to meet the defined System Uptime
4. The cumulative penalty cannot exceed 10% of the contract value . The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

Penalties

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach	
				1 Instance	2 Instance
1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA	>2, 1% will be charged from the order	
2	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date	1% of billed amount	2% of billed amount
3	Failure to deliver AMC services	Zero	NA	3% contract value	Termination of contract

Additional Required Data/Document(s) : Buyer

1. **Additional SOW if not readily covered in the Scope of Works incorporated in STC of Services :** The firm should have office/branch in Delhi.
2. **Asset Details and its Distribution across the consignee /user locations** click here

Additional Data/Document(s) : Seller

1. **Certificate (Requested in ATC) :** click here
2. **Service Provider's Local Office / Service Centers Address With Respect To Each Consignee Location (Place Where Machines Are Installed And Accordingly Amc On Sight Required) As Indicated In Bid :** click here
3. **Maf If Required In The Bid :** click here

Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic***:**
OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 *Buyer Added Bid Specific ATC*:
Buyer uploaded ATC document **Click here to view the file**.

2.3 *Buyer Added Bid Specific Scope Of Work(SOW)*:
Text Clause(s)

Scope of work:

Comprehensive annual maintenance of online UPS complete with repairs/replacement of all defective parts, periodic service (Quarterly basis) of UPS including providing standby UPS if carried outside for repair as and when required (Except Battery). (For period of 01 year)

Name of Work: Comprehensive AMC of Online UPS systems installed at Dr B R Ambedkar Central Library, JNU, New Delhi.

Details of systems to be covered under the contract

SI No	Description of Equipment	Qty
1	**5 kVA Online UPS system** **Model:** Delta-5KVA-30MIN-MB **Make: DELTA**	16

PaymentTerms:
Payment will be made after Satisfactory Service on quarterly basis   through RTGS transfer.

Terms and conditions:

1. **Quotation should be directly from Original equipment manufacturer (OEM) or its authorized agent or any specialised agency.**

2. **Bidder should provide valid PAN no, TAN no, GST IN and letter of authorization.**

3. **Quotation in terms of incomplete status, late submission and insufficient EMD will be cancelled.**

4. **Minimum1-year warranty is required on the main equipment and accessories from the date of installation.**

5. **Prices of the quoted model should be including all taxes, delivery, installation, and on-site training charges.**

7. **On-site service support of instrument after sales and warranty should be provided.**

8. **Quotation validity should be at least for 80 days.**

9. **If** a firm quotes NIL charges / consideration, the bid shall be treated as non responsive and will not be considered".

10. **There is exemption to Startups from criteria of 'prior experience', 'turnover' and 'submission of EMD' to provide equal opportunity to young entrepreneurs.**

Performance Security Deposit

The Successful Bidder will have to deposit performance gurantee in the form of DD/BG in favour of Finance Officer, JNU, New Delhi for 18 months from the date of contract.

Important Steps in Two-Bid System:

The technical bids are to be opened at the first instance and evaluated by a competent committee or authority. At the second stage, financial bids of only the technically acceptable offers should be opened for further evaluation and ranking before awarding the contract. Clarifications may be asked on technical/commercial aspect before placing the order.

Period of Contract/Delivery:

The contract would be for 01 (one) year from the effective date of contract and extendable up to 02 (Two) years on the discretion of JNU on the same terms and condition with same rate of contract. Please note that Contract can be cancelled unilaterally by JNU in case services are not received as per quality and standard/T&Cs specified in the Tender and agreement will be applicable within the contracted period. The JNU reserves the right to exercise the option clause and repeat order clause as the case may be.

Standard Conditions of Tender:

The Bidder, is required to give confirmation of their acceptance of the Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e Contractor/Supplier in the contract) as selected by JNU. Failure to do so may result in rejection of the Bid submitted by the Bidder/firm.

Law:
The Contract shall be considered and made in accordance with the laws of the Government of India. The contract shall be governed by and interpreted in accordance with the laws of the Government of India.

Effective Date of Contract:

The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries supplies and performance of the services shall commence from the effective date of the contract.

Arbitration:
All disputes or differences arising out of or in connection with thecontract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration.

Penalty for use of Undue influence:

The firm/Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of JNU or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contractor any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of
Corruption Act,1986 or any other Act enacted for the prevention of corruption shall entitle JNU to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the University or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of JNU or to any other

· If the fault is set right by replacing the defective sub assembly and equipments, the same should be re-installed after servicing within 7 days (if 7lh day falls on holiday then next morning day). In case of default, penalty shall be levied at the rate of 5% of the value of the AMC charges for the scheduled item.

· Penalty shall be levied for the absence of   engineer at the rate of Rs.500/-(Rupees Five Hundred only) for every working day.

Termination of Contract:

JNU shall have the right to terminate this Contract in part or in full in any of the following cases:-
· The delivery of the services is delayed for causes not attributed to Force Majeure for
more than 15 days after the scheduled date of signing of contract.
· The contractor is declared bankrupt or becomes insolvent.
· The delivery of services is delayed due to causes of Force Majeure by more than 1 month provided Force Majure clause is included in contract.
· At any stage JNU noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual / company etc.

JNU reserves the right to withdraw the bid.

Notices:
Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by email addressed to the last known address of the party to whom it is sent.

Transfer and Sub-letting:

The firm/bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

Amendments:
No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present contract.

Duties & Taxes:

Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to JNU by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor. If it is desired by the Bidder to ask for Sales Tax/VAT/Service Tax to be paid as extra, the same must by specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax/VAT/Service Tax and no liability will be developed upon JNU, On the Bids quoting Service tax extra, the rate and the nature of Service Tax applicable at the time of supply should be shown separately. Service Tax will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to Service tax and the same is payable as per the terms of the contract.

2.4 *Buyer Added Bid Specific SLA*:
Text Clause(s)

Name of Work: Comprehensive AMC of UPS systems installed at Dr B R Ambedkar Central Library, JNU, New Delhi.

Terms and conditions

1. The maintenance work is inclusive of all materials and labour. The rates quoted are inclusive of all taxes and duties etc.

2. The complaints/rectifications and service works have to be taken up whenever required including holidays and beyond office hours to up keep the UPS systems in normal working condition throughout the operations period.

3. The maintenance schedules have to be followed strictly and necessary reports / records have to be maintained time to time. Supply of stationery / registers in the scope of contract.

4. A set of tools and meters required for attending maintenance and breakdown services has to be taken at site by the contractor for use his work force. The quarterly maintenance works should be carried out in planned manner by taking necessary shutdown from Department in advance.

5. The service/ Maintenance work has to be carried out without any delay. In case of breakdown, the response should be immediate and rectification shall be done within 24 hrs of intimation. In case of any undue delay in completion of repairs / rectifications etc., due to unforeseen circumstances, same should be brought to notice of In-Charge-Library and appropriate action shall be taken to ensure trouble free operation.

6. The condition of the UPS systems is to be checked before quoting for the comprehensive annual maintenance contract and shall be taken over in where condition is. At the end of contract they should be handed over in good working condition.

7. All the systems and equipments / components including stand by units shall be maintained in good working conditions.

8. The machine breakdown period shall not be more than 24 hours. For any delay in completion of work beyond 24 hours, compensation for delay shall be levied @0.5% of value for every week delay or part thereof beyond 24 working hours subject to a maximum of 10% of monthly invoice value.

9. All UPS systems shall be operational on 24 hours basis for all 365 days including Saturdays, Sunday and Holidays.

10. Service persons and their mobile/land telephones shall be available for all 365 days including Saturdays, Sunday and holidays for receiving and rectification of complaints.

11. No advance payment shall be made. Quarterly payment will be made on submission of satisfactory completion of maintenance and service work reports.

12. The contractor shall ensure all the necessary safety precautions are to be followed by their work force by using the safety gadgets etc., and the safety of their men and material is the sole responsibility of the maintenance agency. Consequential damages due to improper workmanship are not following proper safety procedure shall be made good by the maintenance agency at their risk and cost.

2.5 *Generic*:

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.6 *Service & Support*:

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2.7 *Service & Support*:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

Note: This is system generated file. No signature is required.

Contract

Contract No: GEMC-511687755877997
Contract Generated Date: 12-Oct-2022
Bid/RA/PBP No.: GEM/2022/B/2436478

Organisation Details

Type:	Central Government
Ministry:	Ministry of Defence
Department:	Department of Military Affairs
Organisation Name:	Indian Navy
Office Zone:	NODPAC NAVAL BASE KOCHI

Buyer Details

Designation:	SSO OCEAN 1
Contact No.:	0484-2872832-
Email ID:	jisin.unk@navy.gov.in
GSTIN:	-
Address:	NODPAC, NAVAL BASE, KOCHI, ERNAKULAM, KERALA-682004, India

Financial Approval Detail

IFD Concurrence:	Yes
Designation of Administrative Approval:	THE DIRECTOR
Designation of Financial Approval:	THE DIRECTOR

Paying Authority Details

Payment Mode:	CGDA-CDA
Designation:	SSO OCEAN 1
Email ID:	jisin.unk@navy.gov.in
GSTIN:	-
Address:	NODPAC, NAVAL BASE, KOCHI, ERNAKULAM CITY, KERALA-682004, India

Consignee Details

S.No	Consignee Name & Address	Service Description
1	Contact: 0484-2872832- Email ID: jisin.unk@navy.gov.in GSTIN: - Address: NODPAC, NAVAL BASE, KOCHI, ERNAKULAM, KERALA-682004, India	Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS ONLINE 20 KVA 10 KVA 05 KVA; 20KVA APLAB 10KVA RS POWER SYSTEMS 05KVA IGA TECH INDUSTRIAL ELECTRONICS LTD

Service Provider Details

GeM Seller ID:	SPZF220005432957
Company Name:	FLIP IT TECHNOLOGIES PRIVATE LIMITED
Contact No.:	08527278626
Email ID:	service@fitpl.co
Address:	B-3/434,PASCHIM VIHAR,NEAR JWALA HERI MARKET, West Delhi, DELHI-110063, -
MSME verified:	Yes
MSME Registration number:	UDYAM-DL-11-0013501
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	07AACCF1941Q1ZC

*GST / Tax invoice to be raised in the name of - Buyer

Service Details

Service Start Date (latest by) : 19-Oct-2022   **Service End Date :** 18-Oct-2023

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		Number of each Asset for AMC	AMC Cost Per Asset Per Annum (INR)
Status of Annual Maintenance Service Provider	Neither OEM nor ASP		
Periodicity of Preventive Maintenance Services	Quarterly		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Exclusive		
District	NA	3	17000.000
Make/Brand of Assets	20KVA APLAB 10KVA RS POWER SYSTEMS 05KVA IGA TECH INDUSTRIAL ELECTRONICS LTD		
Onsite Service Engineers Requirement	As Indicated in Bid Document.		
Type of Asset	UPS ONLINE 20 KVA 10 KVA 05 KVA		

Total Amount (Formula) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons (INR)	51000
Total Addon Value (INR)	0
Total Value Including Addons (INR)	51000

Amount of Contract	
Total Contract Value Including All Duties and Taxes (INR)	**51000**

SLA Details

PREAMBLE: Comprehensive AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
2. Service Specific STC of AMC Services – as defined in Service Catalogue which includes SLA for the Service or Service for a product;
3. BID / Reverse Auction specific ATC

Note:

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC prevails or supersede over the GTC.

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Agreement outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

Objective and Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals of this Agreement are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to the customer.
Depict Terms and Conditions for all the involved stakeholders.

To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

 Stakeholders

Following are the stakeholders associated with this agreement:

- Annual Maintenance   Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA / before bidding .

Scope of the AMC Services

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare parts (excluding consumables) without any extra payments. The AMC Vendor shall carry out maintenance Services as per schedule   indicated in bid document .If nothing indicated Preventive Maitenance Service (PMS) of equipments may be done once in at three months during currency of the contract . The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document.

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary   maintenance services for the equipment as per bench marked maintenance practices / OEM manuals in user's location. Continuous efforts should be made by Service Provider Agency(SPA) to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers . For maitenace services all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises.

Comprehensive Annual Maintenance Contract Services for Laptop / UPS etc

Comprehensive AMC includes all spare parts of the equipment except battery of laptop and UPS etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) –Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

Buyer Obligations

1. Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of

equipment.

equipment.

2. Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.

4. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

Service Provider Obligations

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details of rooms/location where these assets are installed . If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in accomplishing this task and ensure this to be done under his supervision
2. Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises as per condition of bid/contract . Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises. SPA should provide contact point and structure of escalation matrix to buyer/consignee at time of commecement of services .
4. The Service Provider should use suitable instruments / tools to examine and repair the equipment. The AMC Vendor should have the required drivers / software for maintaining the compute devices and peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provided by user, installation of patches, configuration of applications (clients side) and updating of drivers etc.
5. "The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format.
6. The Service Provider must fulfil the requirement of number of preventive maintenance services if required as per bid document .
7. The contractor will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information. Bidder's personnel shall ensure the obligations of non-use and non-disclosure of confidential information."

Special Terms and Conditions

The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable

The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at time of bidding), make & model to enable the service provider to quote the best price .Sharing the machines serial nos may be be considered as baseline.

All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer.The repairs/replacement of spare parts (except consumables) and maintenance will be provided by the service provider at no extra charge to the buyer. Except for out of scope items if any will be indicated by buyer at time of bid creation .

Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined , penalty would be deducted.

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.

The annual maintenance shall be carried out during office hours , primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry themselves to their designated workshiand for quick propmpt/repair & deliver the functional equipment back to user at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting maintenance requirements in time , then Buyer may make its own alternative arrangements for the servicing/repair/maitenance of the equipment to avoid loss of productivity . Under such circumstances Service Provider would reimburse the cost of such arrangements incurred by the buyer/consignee . Alternatively buyer is free to deduct from scheduled payment of SPA.

The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document . The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/sub-assemblies may be used for repair/replacement by the service provider.

The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during the AMC period without any extra cost to buyer . Post contract award, Bidder should provide the structure of escalation matrix and call logging mechanism for prompt response and repair within stipulated time frame .

Response Time

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.

2. In case the system is not repaired, or an alternative system not provided within the period of 48 hours from the time of failure reported, then the buyer may choose to get the same repaired or part replaced by other authorised / suitable service agency and the cost / expenditure incurred therein shall be recoverable from the service provider .

System Uptime

The breakdown time will be worked out as under: -

The breakdown time will be worked out as under:

Total Machine's Days(X) = (NO of equipment under AMC) * No. of working day in a quarter.

Breakdowns (Y) = Cumulative Sum of breakdown duration of all the equipment under AMC   in days during the quarter

 Percentage uptime= (X-Y)/X) *100.

The selected bidder shall ensure minimum 95% uptime.

Payment Terms

The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer . Penalties as per SLA shall be levied, if applicable.

If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC.No difference shall be paid or claimed as a result of the above.

Breach of Contract

1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SFA / competent technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount
3. A penalty will be imposed in case of failure to meet the defined System Uptime
4. The cumulative penalty cannot exceed 10% of the contract value . The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

Penalties

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach	
				1 Instance	2 Instance
1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA	>2, 1% will be charged from the order	
2	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date	1% of billed amount	2% of billed amount
3	Failure to deliver AMC services	Zero	NA	3% contract value	Termination of contract

Additional Required Data/Document(s) : Buyer

1. Asset Details and its Distribution across the consignee /user locations click here

Additional Data/Document(s) : Seller

1. Service Provider's Local Office / Service Centers Address With Respect To Each Consignee Location (Place Where Machines Are Installed And Accordingly Amc On Sight Required) As Indicated In Bid :click here
2. Maf If Required In The Bid :click here
3. Certificate (Requested in ATC) :click here

Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*:
OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 *Generic*:
OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.3 *Service & Support*:
AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2.4 *Generic*:
Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address THE DIRECTOR NODPAC NAVAL BASE KOCHI 682004.

2.5 *Generic*:
Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.6 *Generic*:
Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

2.7 *Certificates*:
Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.8 *Service & Support*:
Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.9 *Service & Support*:
Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.10 *Past Project Experience*:
For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
b. Execution certificate by client with order value.
c. Any other document in support of order execution like Third Party Inspection release note, etc.

2.11 *Generic*:
OPTIONAL SITE VISIT:

  1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. 10

  2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

  3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is

the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

2.12 *Generic***:**
Registration / Empanelment Requirement: Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with GOVT OF INDIA for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

2.13 *Generic***:**
While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

2.14 *Buyer Added Bid Specific ATC***:**
Buyer uploaded ATC document **Click here to view the file**.

Note: This is system generated file. No signature is required.

Contract

Organisation Details

Type:	Central Government
Ministry:	Ministry of Railways
Department:	Northern Railway
Organisation Name:	Stores
Office Zone:	Northern Railway

Buyer Details

Name:	Manoj Kumar
Designation:	AMM G NR HQ Office baroda House NDLS
Contact No.:	011-23384008-
Email ID:	ammghq@nr.railnet.gov.in
GSTIN:	-
Address:	Office of Controller of Stores Baroda House, NEW DELHI, DELHI-110001, India

Financial Approval Detail

IFD Concurrence:	No
Designation of Administrative Approval:	PCCM/NR/HQ OFFICE BARODA HOUSE NDLS
Designation of Financial Approval:	DY FINANCE/NR/HQ OFFICE

Paying Authority Details

Payment Mode:	Railways
Designation:	AMM G NR HQ Office baroda House NDLS
Email ID:	ammghq@nr.railnet.gov.in
GSTIN:	-
Address:	Office of Controller of Stores Baroda House, NEW DELHI, DELHI-110001, India

Consignee Details

S.No	Consignee Name & Address	Service Description
1	Name: Gyan Chand Contact: 011-23384008- Email ID: sseprselct@nr.railnet.gov.in GSTIN: - Address: CAO PTS OFFICE STATE ENTRY ROAD IRCA BUILDING NDLS-110055, CENTRAL DELHI, DELHI-110055, India	Custom Bid for Services - ----

Service Provider Details

GeM Seller ID:	SPZF220005432957
Company Name:	FLIP IT TECHNOLOGIES PRIVATE LIMITED
Contact No.:	08527278626
Email ID:	service@fitpl.co
Address:	B-3/434,PASCHIM VIHAR,NEAR JWALA HERI MARKET, West Delhi, DELHI-110063, -
MSME verified:	Yes
MSME Registration number:	UDYAM-DL-11-0013501
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	07AACCF1941Q1ZC

*GST / Tax invoice to be raised in the name of - Consignee

Service Details

Service Start Date (latest by) : 24-Aug-2022   **Service End Date :** 23-Aug-2023

Category Name : Custom Bid for Services

Billing Cycle : quarterly

Description		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality (INR)
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	----	1	118000.000
Regulatory/ Statutory Compliance of Service	YES		
Compliance of Service to SOW, STC, SLA etc	YES		

Total Amount (Formula) :
(1*Lumpsum Cost of Service in totality)

Total Value without Addons (INR)	118000
Total Addon Value (INR)	0
Total Value Including Addons (INR)	118000

Amount of Contract

Total Contract Value Including All Duties and Taxes (INR)	118000

SLA Details

Preface : Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .

The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :

1. General Terms and Conditions for Goods and Services;
2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document ,

The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

Intended Objectives And Goals of SLA : The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
2. Present a clear, concise and measurable description of service offered to the buyer
3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

Parties To The Agreement

The main stakeholders associated with this agreement are:

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.

ADVISORY WITH RESPECT TO SCOPE OF SERVICE

Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to aboid ambiguity with respect to deliverable .

For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :

- "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .
- Make sure that specifications are endorsed by key stakeholders .
- Identify mandatory and non-mandatory requirements in scope of work · It should clearly provide the outcomes expected from solution/service delivery .
- The scope of work should mention what the outcome is based upon – time or material?
- A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .
- The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.
- The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .

Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.

Price Variation Clause:
"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

Additional Required Data/Document(s) : Buyer

1. **Introduction about the project /services being proposed for procurement using custom bid functionality** click here
2. **Instruction To Bidder :**click here
3. **Pre Qualification Criteria (PQC) etc if any required** click here
4. **Scope of Work :**click here
5. **Special Terms and Conditions (STC) of the Contract :**click here
6. **Service Level Agreement (SLA) :**click here
7. **Payment Terms :**click here
8. **Penalties :**click here
9. **Quantifiable Specification / Standards of The Service/ BOQ :**click here
10. **Project Experience and Qualifying Criteria Requirement :**click here
11. **GEM Availability Report (GAR) :**click here
12. **Any other Documents As per Specific Requirement of Buyer -1** click here

Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) :click here
2. Compliance Documents In Respect Of Pqc And Itb click here
3. Compliance Documents In Respect Of Sow Etc :click here
4. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise :click here
5. Compliance Documents In Respect Of Specification And Standard Of Services :click here
6. Compliance Document In Respect Of Approach & Methodology click here
7. Compliance Documents In Respect Of Project Experience Of Firms click here
8. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity :click here
9. Compliance Document In Respect Of Certification Of Resources . click here
10. Any Other Documents As Per Bid (i) click here
11. Any Other Documents As Per Bid (ii) click here

Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*:
OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 *Certificates*:
Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

Note: This is system generated file. No signature is required.

Contract

Organisation Details

Type:	Central Government
Ministry:	Ministry of Communications
Department:	Department of Posts
Organisation Name:	Karnataka Postal Circle Department of Posts
Office Zone:	Circle Office

Buyer Details

Designation:	ACAO GM PAF BG
Contact No.:	080-22867644-
Email ID:	buycon51.kpcdp.ka@gembuyer.in
GSTIN:	29AAAGS0309B1ZQ
Address:	3rd Floor BENGALURU GPO BUILDING, BENGALURU, BANGALORE, KARNATAKA-560001, India

Financial Approval Detail

IFD Concurrence:	No
Designation of Administrative Approval:	GM (PA & F)
Designation of Financial Approval:	GM (PA & F)

Paying Authority Details

Payment Mode:	Offline
Designation:	General Manager PA and F
Email ID:	sapna.pramod@indiapost.gov.in
GSTIN:	-
Address:	3rd Floor BENGALURU GPO BUILDING, BENGALURU, BANGALORE CITY, KARNATAKA-560001, India

Consignee Details

S.No	Consignee Name & Address	Service Description
1	Contact: 080-22867644- Email ID: buycon51.kpcdp.ka@gembuyer.in GSTIN: 29AAAGS0309B1ZQ Address: 3rd Floor BENGALURU GPO BUILDING, BENGALURU, BANGALORE, KARNATAKA-560001, India	Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Online 10 KVA); Various brands
		Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Online 5 KVA); Various brands

Service Provider Details

GeM Seller ID:	SPZF220005432957
Company Name:	FLIP IT TECHNOLOGIES PRIVATE LIMITED
Contact No.:	08527278626
Email ID:	service@fitpl.co
Address:	B-3/434,PASCHIM VIHAR,NEAR JWALA HERI MARKET, West Delhi, DELHI-110063, -
MSME verified:	Yes
MSME Registration number:	UDYAM-DL-11-0013501
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	07AACCF1941Q1ZC

*GST / Tax invoice to be raised in the name of - Buyer

Service Details

Service Start Date (latest by) : 06-Sep-2022   **Service End Date :** 05-Sep-2023

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		Number of each Asset for AMC	AMC Cost Per Asset Per Annum (INR)
District	NA		
Periodicity of Preventive Maintenance Services	Quarterly		
Status of Annual Maintenance Service Provider	Neither OEM nor ASP		
Make/Brand of Assets	Various brands	4	16520.000
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Inclusive		
Type of Asset	UPS (Online 10 KVA)		
Onsite Service Engineers Requirement	As Indicated in Bid Document.		

Total Amount (Formula) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons (INR)	66080

Total Addon Value (INR)	0
Total Value Including Addons (INR)	66080

Tax Bifurcation

Particular	GST (18%)	GST Cess 1 (0%)	Input Tax Credit (ITC) on GST	ITC on GST Cess 1
Annual Maintenance Service - Desktops, Laptops and Peripherals	10080	0	-	-

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		Number of each Asset for AMC	AMC Cost Per Asset Per Annum (INR)
District	NA		
Periodicity of Preventive Maintenance Services	Quarterly		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Inclusive		
Status of Annual Maintenance Service Provider	Neither OEM nor ASP	7	8260.000
Type of Asset	UPS (Online 5 KVA)		
Make/Brand of Assets	Various brands		
Onsite Service Engineers Requirement	As Indicated in Bid Document.		

Total Amount (Formula) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons (INR)	57820
Total Addon Value (INR)	0
Total Value Including Addons (INR)	57820

Tax Bifurcation

Particular	GST (18%)	GST Cess 1 (0%)	Input Tax Credit (ITC) on GST	ITC on GST Cess 1
Annual Maintenance Service - Desktops, Laptops and Peripherals	8820	0	-	-

Amount of Contract

Total Contract Value Including All Duties and Taxes (INR)	123900

SLA Details

PREAMBLE: Comprehensive AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
2. Service Specific STC of AMC Services – as defined in Service Catalogue which includes SLA for the Service or Service for a product;
3. BID / Reverse Auction specific ATC

Note:

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC prevails or supersede over the GTC.

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Agreement outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

Objective and Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals of this Agreement are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to the customer.
Depict Terms and Conditions for all the involved stakeholders.

To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

Stakeholders

Following are the stakeholders associated with this agreement:

- Annual Maintenance Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA / before bidding .

Scope of the AMC Services

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare parts (excluding consumables) without any extra payments. The AMC Vendor shall carry out maintenance Services as per schedule   indicated in bid document .If nothing indicated Preventive Maitenance Service (PMS) of equipments may be done once in at three months during currency of the contract . The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document.

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary   maintenance services for the equipment as per bench marked maintenance practices / OEM manuals in user's location. Continuous efforts should be made by Service Provider Agency(SPA) to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers . For maitenace services all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises.

Comprehensive Annual Maintenance Contract Services for Laptop / UPS etc

Comprehensive AMC includes all spare parts of the equipment except battery of laptop and UPS etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) –Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

Buyer Obligations

1. Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment.
2. Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.

4. Price Variation Clause:

   "It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

Service Provider Obligations

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained n a separate register along with details of rooms/location where these assets are installed . If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in accomplishing this task and ensure this to be done under his supervision
2. Service Provider should   deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document   to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises as per condition of bid/contract . Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises. SPA should provide contact point and structure of escalation matrix to buyer/consignne at time of commecement of services .
4. The Service Provider should use suitable   instruments / tools to examine and repair the equipment. The AMC Vendor should have the required drivers / software for maintaining the compute devices and peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provided by user, installation of patches, configuration of applications (clients side) and updating of drivers etc.
5. "The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format.
6. The Service Provider must fulfil the requirement of number of preventive maintenance services if required as per bid document .
7. The contractor will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information. Bidder's personnel shall ensure the obligations of non-use and non-disclosure of confidential information."

Special Terms and Conditions

The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable

The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at time of bidding), make & model to enable the service provider to quote the best price .Sharing the machines serial nos may be be considered as baseline.

All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer.The repairs/replacement of spare parts (except consumables) and maintenance will be provided by the service provider at no extra

at no extra charge to the buyer.The repairs/replacement of spare parts (except consumables) and maintenance will be provided by the service provider at no extra charge to the buyer. Except for out of scope items if any will be indicated by buyer at time of bid creation .

Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined , penalty would be deducted.

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.

The annual maintenance shall be carried out during office hours , primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry themselve to their designated workshiand for quick propmpt/repair & deliver the functional equipment back to user at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting   maintenance requirements in time , then Buyer may   make its own alternative arrangements for the servicing/repair/maitenance of the equipment to avoid loss of productivity . Under such circumstances Service Provider would reimburse the cost of such arrangements incurred by the buyer/consignee . Alternatively buyer is free to deduct from scheduled payment of SPA.

The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document . The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/sub-assemblies may be used for repair/replacement by the service provider.

The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during the AMC period without any extra cost to buyer . Post contract award, Bidder should provide the structure of escalation matrix and call logging mechanism for prompt response and repair within stipulated time frame .

Response Time

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.

2. In case the system is not repaired, or an alternative system not provided within the period of 48 hours from the time of failure reported, then the buyer may choose to get the same repaired or part replaced by other authorised / suitable service agency   and the cost / expenditure incurred therein shall be recoverable from the service provider .

System Uptime

The breakdown time will be worked out as under: -

Total Machine's Days(X) = (NO of equipment under AMC) * No. of working day in a quarter.

Breakdowns (Y) = Cumulative Sum of breakdown duration of all the equipment under AMC   in days during the quarter

Percentage uptime= (X-Y)/X) *100.

The selected bidder shall ensure minimum 95% uptime.

Payment Terms

The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer . Penalties as per SLA shall be levied, if applicable.

If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC.No difference shall be paid or claimed as a result of the above.

Breach of Contract

1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SPA / competent technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount
3. A penalty will be imposed in case of failure to meet the defined System Uptime
4. The cumulative penalty cannot exceed 10% of the contract value . The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

Penalties

Sl. No	Service Level Agreement	Base Line Performance	Penalties for breach	
		Lower Performance	1 Instance	2 Instance

1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA		>2, 1% will be charged from the order
2	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date	1% of billed amount	2% of billed amount
3	Failure to deliver AMC services	Zero	NA	3% contract value	Termination of contract

Additional Data/Document(s) : Seller

1. **Certificate (Requested in ATC) :click here**
2. **Service Provider's Local Office / Service Centers Address With Respect To Each Consignee Location (Place Where Machines Are Installed And Accordingly Amc On Sight Required) As Indicated In Bid :click here**
3. **Maf If Required In The Bid :click here**

General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/

or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*:
OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 *Service & Support*:
AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2.3 *Service & Support*:
Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.4 *Service & Support*:
Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

Note: This is system generated file. No signature is required.

Contract

Organisation Details

Type:	Central PSU
Ministry:	Ministry of Consumer Affairs Food and Public Distribution
Department:	Department of Food and Public Distribution
Organisation Name:	Food Corporation of India (FCI)
Office Zone:	Regional Office Kerala Trivandrum

Buyer Details

Designation:	DIVISIONAL MANAGER ALAPPUZHA
Contact No.:	0477-2253722-
Email ID:	amapyke.fci@nic.in
GSTIN:	32AAACF0365N1ZR
Address:	Bazzar P.O. (Near marapaalam) Alappuzha 688012, ALAPPUZHA, KERALA-688012, India

Financial Approval Detail

IFD Concurrence:	No
Designation of Administrative Approval:	Divisional Manager
Designation of Financial Approval:	Manager Finance

Paying Authority Details

Payment Mode:	Offline
Designation:	Manager Accounts Alappuzha
Email ID:	allepke.fci@gov.in
GSTIN:	N
Address:	Bazzar P.O. (Near marapaalam) Alappuzha 688012, ALAPPUZHA, KERALA-688012, India
Payment Timelines:	Payments shall be made to the seller within 15 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

Consignee Details

S.No	Consignee Name & Address	Service Description
1	Contact: - Email ID: mavelikallepke.fci@gov.in GSTIN: - Address: MANAGER (Depot) FOOD CORPORATION OF INDIA FSD Mavelikkara, ALAPPUZHA, KERALA-690101, India	Custom Bid for Services - AMC FOR UPS
2	Contact: - Email ID: fsdalleppyke.fci@gov.in GSTIN: - Address: Bazzar P.O. (Near marapaalam) Alappuzha 688012, ALAPPUZHA, KERALA-688012, India	Custom Bid for Services - AMC FOR UPS
3	Contact: 0477-2253722- Email ID: amapyke.fci@nic.in GSTIN: 32AAACF0365N1ZR Address: Bazzar P.O. (Near marapaalam) Alappuzha 688012, ALAPPUZHA, KERALA-688012, India	Custom Bid for Services - AMC FOR UPS

Service Provider Details

GeM Seller ID:	SPZF220005432957
Company Name:	FLIP IT TECHNOLOGIES PRIVATE LIMITED
Contact No.:	08527278626
Email ID:	service@fitpl.co
Address:	B-3/434,PASCHIM VIHAR,NEAR JWALA HERI MARKET, West Delhi, DELHI-110063, -
MSME verified:	Yes
MSME Registration number:	UDYAM-DL-11-0013501
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	07AACCF1941Q1ZC

*GST / Tax invoice to be raised in the name of - Buyer

Service Details

Service Start Date (latest by) : 06-Sep-2022

Service End Date : 05-Sep-2024

Category Name : Custom Bid for Services

Billing Cycle : quarterly

Description	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality (INR)

Compliance of Service to SOW, STC, SLA etc	YES		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AMC FOR UPS	1	37760.000
Regulatory/ Statutory Compliance of Service	YES		

Total Amount (Formula) :
(1*Lumpsum Cost of Service in totality)

Total Value without Addons (INR)	37760
Total Addon Value (INR)	0
Total Value Including Addons (INR)	37760

Tax Bifurcation

Particular	GST (18%)	GST Cess 1 (0%)	Input Tax Credit (ITC) on GST	ITC on GST Cess 1
Custom Bid for Services	5760	0	-	-

Category Name : Custom Bid for Services

Billing Cycle : quarterly

Description		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality (INR)
Compliance of Service to SOW, STC, SLA etc	YES		
Regulatory/ Statutory Compliance of Service	YES	1	14160.000
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AMC FOR UPS		

Total Amount (Formula) :
(1*Lumpsum Cost of Service in totality)

Total Value without Addons (INR)	14160
Total Addon Value (INR)	0
Total Value Including Addons (INR)	14160

Tax Bifurcation

Particular	GST (18%)	GST Cess 1 (0%)	Input Tax Credit (ITC) on GST	ITC on GST Cess 1
Custom Bid for Services	2160	0	-	-

Category Name : Custom Bid for Services

Billing Cycle : quarterly

Description		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality (INR)
Compliance of Service to SOW, STC, SLA etc	YES		
Regulatory/ Statutory Compliance of Service	YES	1	10000.000
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AMC FOR UPS		

Total Amount (Formula) :
(1*Lumpsum Cost of Service in totality)

Total Value without Addons (INR)	10000
Total Addon Value (INR)	0
Total Value Including Addons (INR)	10000

Tax Bifurcation

Particular	GST (18%)	GST Cess 1 (0%)	Input Tax Credit (ITC) on GST	ITC on GST Cess 1
Custom Bid for Services	1525.42	0	-	-

Amount of Contract

Total Contract Value Including All Duties and Taxes (INR)	61920

SLA Details

Preface : Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .

The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :

1. General Terms and Conditions for Goods and Services;
2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document ,

The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

Intended Objectives And Goals of SLA : The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
2. Present a clear, concise and measurable description of service offered to the buyer
3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

Parties To The Agreement

The main stakeholders associated with this agreement are:

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.

ADVISORY WITH RESPECT TO SCOPE OF SERVICE

Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to aboid ambiguity with respect to deliverable .

For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :

- "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .
- Make sure that specifications are endorsed by key stakeholders .
- Identify mandatory and non-mandatory requirements in scope of work · It should clearly provide the outcomes expected from solution/service delivery .
- The scope of work should mention what the outcome is based upon – time or material?
- A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .
- The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.
- The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .

Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.

Price Variation Clause:
"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

Additional Required Data/Document(s) : Buyer

1. **Scope of Work :**click here
2. **Payment Terms :**click here
3. **Service Level Agreement (SLA) :**click here
4. **GEM Availability Report (GAR) :**click here

Additional Data/Document(s) : Seller

1. **Certificate (Requested in ATC) :**click here
2. **Compliance Documents In Respect Of Pqc And Itb** click here
3. **Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise :**click here
4. **Compliance Documents In Respect Of Sow Etc :**click here
5. **Compliance Documents In Respect Of Specification And Standard Of Services :**click here

General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic***:**
OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

Note: This is system generated file. No signature is required.

Contract

Contract No: GEMC-511687751190019
Generated Date: 01-Jun-2022
Bid/RA/PR No:GEM/2022/B/2129482

Organisation Details

Type:	Central PSU
Ministry:	Ministry of Power
Department:	NA
Organisation Name:	NHPC Limited
Office Zone:	Contracts EnM Corporate Office NHPC Ltd Sec33 Fbd

Buyer Details

Designation:	RAJESH KUMAR GUPTA
Contact No.:	0129-2259925-
Email ID:	buycon87.nl.hr@gembuyer.in
GSTIN:	02AAACN0149C1ZB
Address:	CONTRACT E&M CORPORATE OFFICE NHPC LTD., SECTOR-33, FARIDABAD, HARYANA-121003, India

Financial Approval Detail

IFD Concurrence:	No
Designation of Administrative Approval:	General Manager
Designation of Financial Approval:	Group General Manager

Paying Authority Details

Payment Mode:	NHPC
Designation:	SENIOR MANAGER FINANCE
Email ID:	pao4.nhpcl.fdb@gembuyer.in
GSTIN:	-
Address:	NHPC LTD., NHPC OFFICE COMPLEX, SECTOR-33,, FARIDABAD, HARYANA-121003, India

Consignee Details

S.No	Consignee Name & Address	Service Description
1	Contact: 0129-2588252- Email ID: con19.nl.hr@gembuyer.in GSTIN: 06AAACN0149C1Z3 Address: NHPC LTD., NHPC OFFICE COMPLEX, SECTOR-33,, FARIDABAD, HARYANA-121003, India	Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Offline 600-650 VA); Emerson
		Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Offline 750-800 VA); Netstar
		Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS(Offline 1 KVA); Emerson
		Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Online 2 KVA); Uniline
		Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Online 3 KVA); BPE
		Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Online 3 KVA); Uniline
		Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Online 5 KVA); APC
		Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Online 5 KVA); Zest
		Annual Maintenance Service - Desktops, Laptops and Peripherals - 6KVA; Maxx
		Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Online 10 KVA); APC
		Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Online 10 KVA); BPE
		Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Online 20 KVA); BPE

Service Provider Details

GeM Seller ID:	SPZF220005432957
Company Name:	FLIP IT TECHNOLOGIES PRIVATE LIMITED
Contact No.:	08527278626
Email ID:	service@fitpl.co
Address:	B-3/434,PASCHIM VIHAR,NEAR JWALA HERI MARKET, West Delhi, DELHI-110063, -
MSME verified:	Yes
MSME Registration number:	UDYAM-DL-11-0013501
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	07AACCF1941Q1ZC

*GST / Tax invoice to be raised in the name of - Consignee

Service Details

Contract Start Date : 08-Jun-2022

Contract End Date : 07-Jun-2023

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description	Number of each Asset for AMC	(Unit Price) AMC Cost Per Asset Per Annum

Type of Asset :	UPS (Online 3 KVA)		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines :	Inclusive		
Status of Annual Maintenance Service Provider :	Neither OEM nor ASP	8	3800.000
Periodicity of Preventive Maintenance Services :	Monthly		
District :	NA		
Make/Brand of Assets :	Uniline		
Onsite Service Engineers Requirement :	As Indicated in Bid Document.		

Total Amount (Formula) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons :	30400
Total Addon Value	0
Total Value Including Addons	30400

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		Number of each Asset for AMC	(Unit Price) AMC Cost Per Asset Per Annum
Onsite Service Engineers Requirement :	As Indicated in Bid Document.		
Periodicity of Preventive Maintenance Services :	Monthly		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines :	Inclusive	15	400.000
Type of Asset :	UPS (Offline 600-650 VA)		
District :	NA		
Make/Brand of Assets :	Emerson		
Status of Annual Maintenance Service Provider :	Neither OEM nor ASP		

Total Amount (Formula) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons :	6000
Total Addon Value	0
Total Value Including Addons	6000

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		Number of each Asset for AMC	(Unit Price) AMC Cost Per Asset Per Annum
Onsite Service Engineers Requirement :	As Indicated in Bid Document.		
Periodicity of Preventive Maintenance Services :	Monthly		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines :	Inclusive	1	12000.000
Type of Asset :	UPS (Online 20 KVA)		
District :	NA		
Make/Brand of Assets :	BPE		
Status of Annual Maintenance Service Provider :	Neither OEM nor ASP		

Total Amount (Formula) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons :	12000
Total Addon Value	0
Total Value Including Addons	12000

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		Number of each Asset for AMC	(Unit Price) AMC Cost Per Asset Per Annum
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines :	Inclusive		

Type of Asset :	UPS (Online 5 KVA)		
Make/Brand of Assets :	APC		
District :	NA	1	5000.000
Status of Annual Maintenance Service Provider :	Neither OEM nor ASP		
Periodicity of Preventive Maintenance Services :	Monthly		
Onsite Service Engineers Requirement :	As Indicated in Bid Document.		

Total Amount (Formula) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons :	5000
Total Addon Value	0
Total Value Including Addons	5000

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		Number of each Asset for AMC	(Unit Price) AMC Cost Per Asset Per Annum
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines :	Inclusive		
Type of Asset :	UPS (Offline 750-800 VA)		
Make/Brand of Assets :	Netstar		
District :	NA	15	500.000
Status of Annual Maintenance Service Provider :	Neither OEM nor ASP		
Periodicity of Preventive Maintenance Services :	Monthly		
Onsite Service Engineers Requirement :	As Indicated in Bid Document.		

Total Amount (Formula) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons :	7500
Total Addon Value	0
Total Value Including Addons	7500

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		Number of each Asset for AMC	(Unit Price) AMC Cost Per Asset Per Annum
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines :	Inclusive		
Type of Asset :	UPS (Online 5 KVA)		
Make/Brand of Assets :	Zest		
District :	NA	1	5000.000
Status of Annual Maintenance Service Provider :	Neither OEM nor ASP		
Periodicity of Preventive Maintenance Services :	Monthly		
Onsite Service Engineers Requirement :	As Indicated in Bid Document.		

Total Amount (Formula) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons :	5000
Total Addon Value	0
Total Value Including Addons	5000

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		Number of each Asset for AMC	(Unit Price) AMC Cost Per Asset Per Annum
Status of Annual Maintenance Service Provider :	Neither OEM nor ASP		
Make/Brand of Assets :	Emerson		
Periodicity of Preventive Maintenance Services :	Monthly		

District :	NA		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines :	Inclusive	20	700.000
Onsite Service Engineers Requirement :	As Indicated in Bid Document.		
Type of Asset :	UPS(Offline 1 KVA)		

Total Amount (Formula) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons :	14000
Total Addon Value	0
Total Value Including Addons	14000

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		**Number of each Asset for AMC**	**(Unit Price) AMC Cost Per Asset Per Annum**
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines :	Inclusive	1	5000.000
Type of Asset :	6KVA		
Make/Brand of Assets :	Maxx		
District :	NA		
Status of Annual Maintenance Service Provider :	Neither OEM nor ASP		
Periodicity of Preventive Maintenance Services :	Monthly		
Onsite Service Engineers Requirement :	As Indicated in Bid Document.		

Total Amount (Formula) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons :	5000
Total Addon Value	0
Total Value Including Addons	5000

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		**Number of each Asset for AMC**	**(Unit Price) AMC Cost Per Asset Per Annum**
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines :	Inclusive	1	3400.000
Type of Asset :	UPS (Online 2 KVA)		
Make/Brand of Assets :	Uniline		
District :	NA		
Status of Annual Maintenance Service Provider :	Neither OEM nor ASP		
Periodicity of Preventive Maintenance Services :	Monthly		
Onsite Service Engineers Requirement :	As Indicated in Bid Document.		

Total Amount (Formula) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons :	3400
Total Addon Value	0
Total Value Including Addons	3400

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		**Number of each Asset for AMC**	**(Unit Price) AMC Cost Per Asset Per Annum**
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines :	Inclusive	1	9000.000
Onsite Service Engineers Requirement :	As Indicated in Bid Document.		
Status of Annual Maintenance Service Provider :	Neither OEM nor ASP		
Make/Brand of Assets :	APC		

Periodicity of Preventive Maintenance Services :	Monthly		
Type of Asset :	UPS (Online 10 KVA)		
District :	NA		

Total Amount (Formula) : (AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)	
Total Value without Addons :	9000
Total Addon Value	0
Total Value Including Addons	9000

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		Number of each Asset for AMC	(Unit Price) AMC Cost Per Asset Per Annum
Onsite Service Engineers Requirement :	As Indicated in Bid Document.		
Periodicity of Preventive Maintenance Services :	Monthly		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines :	Inclusive		
Type of Asset :	UPS (Online 3 KVA)	7	3800.000
District :	NA		
Make/Brand of Assets :	BPE		
Status of Annual Maintenance Service Provider :	Neither OEM nor ASP		

Total Amount (Formula) : (AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)	
Total Value without Addons :	26600
Total Addon Value	0
Total Value Including Addons	26600

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle : quarterly

Description		Number of each Asset for AMC	(Unit Price) AMC Cost Per Asset Per Annum
Onsite Service Engineers Requirement :	As Indicated in Bid Document.		
Periodicity of Preventive Maintenance Services :	Monthly		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines :	Inclusive		
Type of Asset :	UPS (Online 10 KVA)	3	9000.000
District :	NA		
Make/Brand of Assets :	BPE		
Status of Annual Maintenance Service Provider :	Neither OEM nor ASP		

Total Amount (Formula) : (AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)	
Total Value without Addons :	27000
Total Addon Value	0
Total Value Including Addons	27000

Amount of Contract

Total Contract Value Including All Duties and Taxes in INR	150900

SLA Details - Annual Maintenance Service - Desktops, Laptops and Peripherals - UPS (Online 10 KVA); BPE

PREAMBLE: **Comprehensive** AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
2. Service Specific STC of AMC Services – as defined in Service Catalogue which includes SLA for the Service or Service for a product;
3. BID / Reverse Auction specific ATC

Note:

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC prevails or supersede over the GTC.

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Agreement outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

Objective and Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals of this Agreement are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to the customer.
Depict Terms and Conditions for all the involved stakeholders.

To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

Stakeholders

Following are the stakeholders associated with this agreement:

- Annual Maintenance   Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA / before bidding .

Scope of the AMC Services

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare parts (excluding consumables) without any extra payments. The AMC Vendor shall carry out maintenance Services as per schedule   indicated in bid document .If nothing indicated Preventive Maitenance Service (PMS) of equipments may be done once in at three months during currency of the contract . The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document.

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary   maintenance services for the equipment as per bench marked maintenance practices / OEM manuals in user's location. Continuous efforts should be made by Service Provider Agency(SPA) to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers . For maitenace services all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises.

Comprehensive Annual Maintenance Contract Services for Laptop / UPS etc

Comprehensive AMC includes all spare parts of the equipment except battery of laptop and UPS etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) –Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

Buyer Obligations

1. Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment.
2. Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.

4. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

Service Provider Obligations

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details of rooms/location where these assets are installed . If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in accomplishing this task and ensure this to be done under his supervision
2. Service Provider should   deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document   to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises as per condition of bid/contract . Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises. SPA should provide contact point and structure of escalation matrix to buyer/consignne at time of commecement of services .
4. The Service Provider should use suitable   instruments / tools to examine and repair the equipment. The AMC Vendor should have the required drivers / software for maintaining the compute devices and peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provided by user, installation of patches, configuration of applications (clients side) and updating of drivers

etc.

5. "The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format.

6. The Service Provider must fulfil the requirement of number of preventive maintenance services if required as per bid document .

7. The contractor will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information. Bidder's personnel shall ensure the obligations of non-use and non-disclosure of confidential information."

Special Terms and Conditions

The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable

The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at time of bidding), make & model to enable the service provider to quote the best price .Sharing the machines serial nos may be be considered as baseline.

All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer.The repairs/replacement of spare parts (except consumables) and maintenance will be provided by the service provider at no extra charge to the buyer. Except for out of scope items if any will be indicated by buyer at time of bid creation .

Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined , penalty would be deducted.

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.

The annual maintenance shall be carried out during office hours , primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry themselve to their designated workshiand for quick propmpt/repair & deliver the functional equipment back to user at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting   maintenance requirements in time , then Buyer may   make its own alternative arrangements for the servicing/repair/maitenance of the equipment to avoid loss of productivity . Under such circumstances Service Provider would reimburse the cost of such arrangements incurred by the buyer/consignee . Alternatively buyer is free to deduct from scheduled payment of SPA.

The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document . The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/sub-assemblies may be used for repair/replacement by the service provider.

The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during the AMC period without any extra cost to buyer . Post contract award, Bidder should provide the structure of escalation matrix and call logging mechanism for prompt response and repair within stipulated time frame .

Response Time

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.

2. In case the system is not repaired, or an alternative system not provided within the period of 48 hours from the time of failure reported, then the buyer may choose to get the same repaired or part replaced by other authorised / suitable service agency   and the cost / expenditure incurred therein shall be recoverable from the service provider .

System Uptime

The breakdown time will be worked out as under: -

Total Machine's Days(X) = (NO of equipment under AMC) * No. of working day in a quarter.

Breakdowns (Y) = Cumulative Sum of breakdown duration of all the equipment under AMC   in days during the quarter

 Percentage uptime= (X-Y)/X) *100.

The selected bidder shall ensure minimum 95% uptime.

Payment Terms

The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer . Penalties as per SLA shall be levied, if applicable.

If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC.No difference shall be paid or claimed as a result of the above.

Breach of Contract

1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SPA / competent technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount
3. A penalty will be imposed in case of failure to meet the defined System Uptime

4. The cumulative penalty cannot exceed 10% of the contract value . The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

Penalties

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach	
				1 Instance	2 Instance
1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA	>2, 1% will be charged from the order	
2	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date	1% of billed amount	2% of billed amount
3	Failure to deliver AMC services	Zero	NA	3% contract value	Termination of contract

Additional Required Data/Document(s) : Buyer

1. **Additional SOW if not readily covered in the Scope of Works incorporated in STC of Services :** As per attached PDF file .
2. **Other Information :** As per attached PDF file .
3. **Asset Details and its Distribution across the consignee /user locations** click here
4. **Consignee Wise Service Engineers/Help-Desk Personal details . :** click here

Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](), conditions stipulated to this Product/Service as provided in the Marketplace.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*:

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

  a. Copy of PAN Card.

  b. Copy of GSTIN.

  c. Copy of Cancelled Cheque.

  d. Copy of EFT Mandate duly certified by Bank.

2.2 *Service & Support*:
Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.3 *Service & Support*:
Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.4 *Generic*:
Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.5 *Purchase Preference (Centre)*:
Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.6 *Buyer Added Bid Specific ATC*:
Buyer uploaded ATC document [Click here to view the file]().

2.7 *Generic*:

Malicious Code Certificate:

The seller should upload following certificate in the bid:-
(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
    (i) Inhibit the desires and designed function of the equipment.
    (ii) Cause physical damage to the user or equipment during the exploitation.
    (iii) Tap information resident or transient in the equipment/network.
(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

2.8 *Generic*:
Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

Note: This is system generated file. No signature is required.

To

FLIP IT Technologies Pvt. Ltd.

B-3/434, Paschim Vihar, Delhi -110063

Email: - Service@fitpl.co

Service@fitpl.co

Date: 17.06.22

Memo No.: SVSU/22/Cor./ID&C/E-2271/109

Subject: - CAMC work for the 20 KVA UPS (02 No.) and one 06 KVA UPS at Shri Vishwakarma Skill University, plot no. 147, sector 44, Gurugram.
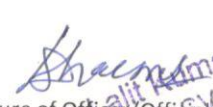
Please refer your quotation submitted on dated 16.05.22 for the above mentioned work. Your quoted rate has been accepted by competent authority, SVSU and accordingly the subject cited work is hereby allotted to you on the rates which are provided you in quotation.

The rejected, if any, will have to be collected by you at your own cost for which no claim shall be entertained.

Sr. No.	Items/Work	Time Period	Rate	Total Amount
1.	CAMC work for the 20 KVA UPS (02 No.) and one 06 KVA UPS	17.06.2022 to 16.06.2023	83000+14940=97940/-	97940/- (Including GST)

Terms & Conditions, if any:

Attached at Annexure-1

Signature of Officer/Official
Dr. Lalit Kumar Sharma
DR (IDC), SVSU

A copy of the above is forwarded to the following for information and necessary action:

1. Dr Lalit Kumar Sharma DR (IDC)
2. Store keeper/ Assistant (P&S)- Mr Inderjeet
3. Er. Dheeraj Kamboj/ JE Electrical
4. PA to Registrar

General Term & Conditions

1. The rates quoted by the **FLIP IT Technologies Pvt. Ltd.** as per Quotation shall be complete for repair, CAMC work for the 20 KVA UPS (02 No.) and one 06 KVA UPS at SVSU, Transit office, Plot No. 147, Sector 44, Gurugram as per the specification(s) and shall be inclusive of all applicable tax, duty i.e. loading, unloading, packing, transportation from works to SVSU, installation etc. and nothing extra/additional shall be payable on these rates.

2. SVSU will not responsible for any loss of property, manpower, and issues related to labor and/or labor laws of the agency, involved in the Operation and Comprehensive Maintenance Contract of CAMC work for the 20 KVA UPS (02 No.) and one 06 KVA UPS at SVSU.

3. No extra charges will be paid for material & manpower except Comprehensive Maintenance Contract cost of Rs. 97940/- of UPS system.

4. **FLIP IT Technologies Pvt. Ltd** will take-care all safety measures, while going for repair & maintenance as per Government rules.

5. SVSU has all the rights to cancel the contract agreement at any stage if the services of the concern agency not found satisfactory.

6. **Comprehensive maintenance contract for** the 20 KVA UPS (02 No.) and one 06 KVA UPS system **at Plot No. 147, Sector 44 Gurugram-122003, SVSU = 12 months i.e. 17.06.2022 to 16.06.2023.**

7. After giving the complaints to **FLIP IT Technologies Pvt. Ltd.** by the SVSU, the technicians visit should be on same day or within 24 Hrs.

8. Attending to breakdown calls.

9. Parts and consumables will be provided free of cost.

10. The repairing parts of the 20 KVA UPS (02 No.) and one 06 KVA UPS 64 HP VRF should be in Stock of the FLIP IT Technologies Pvt. Ltd.